

**COMMUNITY REINVESTMENT CONTRACT
(2000-2001 WISCONSIN WORKS (W-2) and RELATED PROGRAMS IMPLEMENTATION CONTRACT)**

**for the period January 1, 2002 through December 31, 2003
by and between
the Wisconsin Department of Workforce Development
and
«Field1»**

THIS CONTRACT is entered into by and between the Wisconsin Department of Workforce Development ("Department") and «Field1» (collectively, "the Parties").

WHEREAS, the Department issued a Wisconsin Works Implementation Contract (for the period of 1/1/00-12/31/01) to «Field1» to implement Wisconsin Works (W-2); and

WHEREAS, the Agency earned Community Reinvestment funding under the Wisconsin Works Implementation Contract (for the period of 1/1/00-12/31/01); and

WHEREAS, the Parties wish to contract for the administration of Community Reinvestment services for the period of 1/1/02-12/31/03 in the «Field2» geographical area.

NOW THEREFORE, the Department and the Agency agree as follows:

1.1 Contract Term.

The Contract Term is January 1, 2002, through December 31, 2003.

1.2 Contract Administration.

There will be a Department designated Contract Manager in each Division of Workforce Solutions ("DWS") Regional Office who will manage the Community Reinvestment contracts on a daily basis. The Department's Contract Manager will periodically evaluate the Agency's performance under this Contract, including, but not limited to participant satisfaction. The Agency shall promptly undertake such improvements and corrections as may be reasonably necessary to correct any problems and/or deficiencies identified in the Department's Contract Manager's periodic evaluations. Failure of the Agency to correct the identified problems or deficiencies within a specified time period may result in the withholding of payments due to the Agency or termination of this Contract.

The DWS Administrator shall exercise all of the State's rights under this Contract. Any disputes between an Agency and the Department under this Contract shall be resolved by the DWS Administrator. In the absence or unavailability of the DWS Administrator, the DWS Deputy Administrator shall act as the Administrator and shall exercise the powers and duties of the DWS Administrator.

1.2.1 Notice

Any notice or demand relating to termination, breach, noncompliance, or failure to serve, that either Party desires to give the other Party shall be in writing and either delivered personally or by certified mail, return receipt requested, addressed to:

The Department's Contract Manager
«Field3»

The Community Reinvestment Agency's Contract Manager
«Field4»

Notice for any other purpose may be sent by fax followed by regular mail, regular mail or other delivery service. Either Party may change its address by notifying

the other Party in writing of the change. Any notice or demand delivered by mail shall be deemed delivered three (3) business days after it has been mailed as provided above.

1.3 Records

1.3.1 Maintenance

The Agency shall comply with the records, reporting and monitoring requirements of the Department's Policies and Procedures. The Agency shall maintain such records, reports, evaluations, financial statements and necessary evidence of accounting procedures and practices to document the funding received and disbursements made under this Contract. The Agency shall provide information in a form and manner prescribed by the Department, using the reporting system designated by the Department.

1.3.2 Availability

Upon request, the Agency shall make records available to the Department for inspection. Upon ten (10) business days notice from the Department, the Agency further agrees to transfer to the Department any original or copy of records that the Department requests during or after the Contract Term. The Agency shall use the schedules for record retention in accordance with the Department's Policies and Procedures and State and federal law.

1.3.3 Retention

The Agency will retain all documents applicable to this Contract for a period of not less than three (3) years after the final payment is made.

1.4 On-Site Visits

The Department may conduct on-site visits at any time and without prior notice to the Agency, using either its own employees or agents, to conduct inspections or audits or for any other purposes as the Department deems necessary to determine the Agency's compliance with the Contract. The cost to the Department of an on-site visit will be paid by the Department unless the Department determines that an on-site visit is required by the failure of the Agency to satisfactorily perform its responsibilities under the Contract.

1.5 Annual Audit

The Agency agrees to provide an annual audit in compliance with all relevant provisions of the Department's "Wisconsin Works (W-2) Financial Management Manual," "Provider Agency Audit Guide" and "State Single Audit Guidelines."

1.6 Corrective Action

1.6.1 Monitoring and Corrective Action

The Department will conduct monitoring reviews of the Agency. Based on the results of each monitoring review, the Department will notify the Agency of items which require corrective action and the time allowed, which shall be no less than ten (10) days and no more than thirty (30) days, or longer if pre-approved by the Department, to implement the corrective action.

1.6.2 Corrective Action Outside of Monitoring

Except under the Substantial Noncompliance section of this Contract, the Agency may submit a Corrective Action Plan to address noncompliance with the provisions of this Contract.

Within six (6) business days of receipt by the Agency of notice of failure to perform any provision of this Contract, the Agency shall submit to the Department's Contract Manager for approval a Corrective Action Plan to remedy such failure.

A failure by the Agency to submit an approvable Corrective Action Plan or a failure by the Agency to fully implement the approved Corrective Action Plan within ten (10) business days of approval of the Corrective Action Plan by the Department shall constitute Uncorrected Nonperformance under this Contract and shall be cause for termination of the Community Reinvestment Contract.

1.7 Disputes

1.7.1 Exclusive Method

The Agency's sole and exclusive method of resolving any dispute or controversy arising out of or relating to the Community Reinvestment Contract shall be the complaint process provided in this section.

1.7.2 Chief Legal Counsel

The Agency may address a written complaint to the Chief Legal Counsel of the Department at the following address: Department of Workforce Development Chief Legal Counsel, P.O. Box 7946, Madison, Wisconsin 53707-7946.

1.7.3 Committee

At the same time the complaint is filed with the Department's Chief Legal Counsel, the complaint also may be filed with the W-2 Contract and Implementation Committee (with notice to the Chief Legal Counsel) for the Committee's consideration. The Committee may consider the complaint no later than at its next regularly scheduled monthly meeting. If the complaint is not filed with the Committee, the Chief Legal Counsel shall respond in writing within ten (10) business days. If the complaint is filed with the Committee, the Chief Legal Counsel shall respond in writing within ten (10) business days of receipt of the Committee's recommendation.

1.7.4 Time Periods

Time periods may be extended by agreement of the Department and the Agency.

1.7.5 Division of Hearings and Appeals

If either the Agency or the Department's Contract Manager is not satisfied with the response, either the Agency or the Department's Contract Manager may request a review of the response by the Wisconsin Division of Hearings and Appeals. The decision of the Division of Hearings and Appeals shall be sent to the Department's Secretary.

1.7.6 Department Secretary

The Secretary or designee shall respond to the complainant in writing within ten (10) business days of receipt of the Division of Hearings and Appeals decision. If the Agency is not satisfied with the response of the Secretary, the Agency's exclusive remedy is to terminate under the Without Cause section of the Community Reinvestment Contract.

1.8 Termination of Contract

1.8.1 Without Cause

Upon one hundred twenty (120) calendar days written notice, either Party may terminate the Community Reinvestment Contract without cause.

1.8.2 Uncorrected Nonperformance

Termination for Uncorrected Nonperformance under this Community Reinvestment Contract shall be effective within ten (10) business days after the Department has mailed notice of termination.

1.8.3 Substantial Noncompliance

The Department may terminate the Community Reinvestment Contract immediately if the Department determines that the Agency is in substantial noncompliance with the terms and conditions of the Community Reinvestment Contract which creates an emergency that requires the Department to implement an emergency contract with another entity. Substantial noncompliance exists, for example, when the Agency is not providing services at the Agency's locations in the community, and the Agency is unable to state when it will be able to provide services again. Termination of the Community Reinvestment Contract for substantial noncompliance shall be effective two (2) business days after the Department has mailed notice of termination.

1.8.4 Cancellation

The State reserves the right to cancel any Contract in whole or in part without penalty due to nonappropriation of funds by Congress or the State Legislature.

1.8.5 Reimbursement

If the Department terminates the Community Reinvestment Contract, the Department shall reimburse the Agency for Allowable Costs of services performed under the Community Reinvestment Contract. The Department may also reimburse the Agency for close-out costs. If the Agency terminates the Community Reinvestment Contract without cause, the Department will exercise due diligence in selecting and contracting with a replacement Community Reinvestment agency, which may result in a reduction by the Department of the notice period under the Without Cause section of the Community Reinvestment Contract. The Department may reimburse the Agency for costs incurred during the notice period.

1.8.6 Performance Surviving Termination

The obligations of the Parties under the following sections of this Contract shall survive the termination of the Community Reinvestment Contract:

1.2	Contract Administration
1.3	Records
1.7	Disputes
1.10	Severability
1.12	Time Is of the Essence
1.13	Waiver
1.24	Indemnification
1.28	Vendor Tax Delinquency
1.29	Copyright and Publication Rights
1.35	Cooperation

1.9 Inability to Perform

The Agency shall immediately notify the Department whenever the Agency is unable to provide the required services specified under the Community Reinvestment Contract. Upon such notification, the Department shall determine whether such inability will require amendment or termination of the Community Reinvestment Contract.

1.10 Severability

If any provision of the Community Reinvestment Contract is found to be illegal, unenforceable, or void, then the remainder of the Community Reinvestment Contract shall remain in effect.

1.11 Assignment

No right or duty in whole or in part of the Agency under this Contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

1.12 Time is of the Essence

Time is of the essence with respect to all specific time periods set forth in the Contract.

1.13 Waiver

No right under this Contract shall be deemed waived unless either Party sends to the other Party written notice of waiver of that Party's right and the notice is acknowledged in writing. No provision of this Contract shall be deemed waived by reason of either Party failing to enforce the provision on one or more occasions.

1.14 Employment

The Agency will not engage the services of any person or persons now employed by the State of Wisconsin, including any Department commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency. This provision does not preclude subcontracting with Division of Workforce Excellence or its Job Service subunits.

1.15 Disclosure

If a state public official (section 19.42 of the Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than Three Thousand Dollars (\$3,000) within a twelve (12) month period, this Contract is voidable by

the State unless appropriate disclosure is made according to section 19.45(6) of the Wisconsin Statutes, before signing the Contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, section 16.417 of the Wisconsin Statutes.

1.16 Civil Rights Compliance Plan (Federal)

The Agency shall submit its Civil Rights Compliance Plan ("CRC Plan") within sixty (60) calendar days of the Department's electronic publication of the Civil Rights Compliance Standards and Resource Manual for 2002. If a similar CRC Plan was approved by the Department or another State agency within the previous two (2) years, a copy of the CRC Plan submitted or approved or evidence of other Department or agency approval will fulfill this requirement, if submitted to the Department's Contract Manager.

1.17 Cost Allocation Plan

Each Agency must submit a Cost Allocation Plan, which complies with the Department's Policies and Procedures, to the Department's Contract Manager within thirty (30) calendar days of signing the Contract and must submit any changes to the Department's Contract Manager necessary to keep the Cost Allocation Plan current and accurate within thirty (30) calendar days of the change.

1.18 Subcontracts

The Agency may subcontract for some or all of the services covered in the Contract including payments to an agency that is part of a consortium arrangement. In order for an Agency to issue payment to another agency for any service under the Contract, a subcontract approved by the Department's Contract Manager is required. Upon signing a subcontract, the Agency must submit a copy to the Department's Contract Manager within fifteen (15) business days. The Agency must provide a list of all current subcontracts to the Department's Contract Manager within ten (10) business days after each calendar quarter of the Contract Period. The list must include the funding amounts for each subcontract, the time period for each subcontract, and indication of whether or not each subcontract is with a qualified State certified Minority Business Enterprise. Costs incurred before the execution of a subcontract are not allowable costs for reimbursement unless the Department has reviewed and approved in writing the costs, the subcontract, and the reason that costs were incurred before the execution of the subcontract.

The Agency will comply with all subcontract requirements under the applicable state and federal laws. The Agency will be responsible for contract performance when subcontractors are used. When subcontractors are used, they must abide by all terms and conditions of this Contract, including but not limited to insurance, affirmative action, and civil rights requirements.

1.19 Nondiscrimination/Affirmative Action (State)

In connection with the performance of work under this Contract, the Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, sexual orientation, marital status, political affiliation, military participation or use of lawful products as defined in section 51.01(5) of the Wisconsin Statutes, sexual orientation as defined in section 111.32(13m) Wisconsin Statutes. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over Twenty-Five Thousand Dollars (\$25,000) require the submission of a written Affirmative Action Plan by the Agency. An exemption occurs from

this requirement if the Agency has a workforce of less than twenty-five (25) employees. The Agency shall submit its Affirmative Action Plan within sixty (60) calendar days of the Department's electronic publication of the Civil Rights Compliance Standards and Resource Manual for 2002. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.

The Agency may combine its CRC Plan under section 1.16 with its Affirmative Action Plan.

The Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the provisions of the State of Wisconsin's nondiscrimination law. Failure to comply with the conditions of this clause may result in the Agency's becoming declared an "ineligible" agency, termination of the Contract, or withholding of payment.

The employment Nondiscrimination/Affirmative Action section does not apply to employment hiring actions of American Indian tribes.

1.20 Debarment

(Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Form)

The Agency certifies that neither the Agency nor any of its principals are debarred, suspended, or proposed for debarment from federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Standards Programs). The Agency will obtain certifications from subcontractors stating that neither the subcontractors nor potential sub-recipients, contractors, or any of their principals are debarred, suspended or proposed for debarment. (Attachment A).

1.21 Lobbying Forms

The Agency must in all cases sign the Certification Regarding Lobbying (Attachment B) to certify that it has complied with federal law by not using federal funds to lobby any federal or state employee or legislator in connection with the award of the Community Reinvestment Contract.

The Agency must complete the Disclosure of Lobbying Activities (Attachment C) to disclose any funds other than federal funds that have been used for such lobbying with a contract or subcontract award. This form only needs to be completed if there is lobbying in connection with a contract or subcontract.

The Lobbying Certification section does not apply to an American Indian tribe with respect to expenditures permitted by other federal laws.

1.22 Designation of Confidential and Proprietary Information Form

If applicable, complete the Designation of Confidential and Proprietary Information Form. (Attachment D)

1.23 Pro-Children Act of 1994

Since a portion of the funds under this agreement includes federal funds, the Provider agrees to comply with Public Law 103-227 (20 U.S. sections 6081-6084), also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted within any indoor facility (or portion thereof) owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18). The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infant and Children ("WIC") coupons are redeemed.

1.24 Indemnification

The Agency agrees to indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the negligence, misconduct, or breach of confidentiality by the Agency, or any of its agents, employees or subcontractors, in performing the terms and conditions of this Contract. The Agency agrees to indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements or contracts between the Agency and any of its subcontractors or vendors to perform services or otherwise supply products or services. The Department acknowledges that the State may be required by section 895.46(1) of the Wisconsin Statutes, to pay the costs of judgments against its officers, agents or employees, and that an officer, agent or employee of the State may incur liability due to negligence or misconduct. In the event of a lawsuit challenging the validity of Community Reinvestment, the Department will defend such lawsuit.

1.25 Captions

The captions in this Contract, and associated documents are intended for reference only and in no way define, limit or describe the scope or intent of any provisions contained therein.

1.26 Applicable Law

This Contract shall be governed under the laws of the State of Wisconsin. The Agency shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

1.27 Insurance Responsibility

The Agency performing services for the State of Wisconsin shall:

1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work.
2. Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be One Million Dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

1.28 Vendor Tax Delinquency

Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

1.29 Copyright and Publication Rights

In connection with the performance of work under this Contract, the Agency agrees that the Department owns all legal rights (including, but not limited to copyrights) to all images, designs, text, video, electronic files (composite and supporting files) and all other materials or products developed or created as a result of this Contract.

Any data gathering instrument developed by the Agency must be furnished to the Department's Contract Manager at or before the time it is put in use. Data gathering instruments include, but are not limited to, follow-up reporting forms, computer-assisted

interactive interviews, and survey schedules. The purpose of this provision is not a review and approval process. Instead, the Department's intent is to share best practices and improve data-gathering techniques across the Community Reinvestment program.

1.30 Disclosure of Independence and Relationship

1. Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing if those activities of the potential contractor will not be adverse to the interests of the State.
2. Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Agency will not be adverse to the interests of the State.

1.31 Dual Employment

Section 16.417 of the Wisconsin Statutes prohibits an individual who is a State of Wisconsin employee or who is retained as a consultant full-time by a State of Wisconsin agency from being retained as a consultant by the same or another State of Wisconsin agency where the individual receives more than Twelve Thousand Dollars (\$12,000) as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

1.32 Conflict of Interest

Private and non-private corporations are bound by sections 180.0831, 180.1911(1), and 181.225 of the Wisconsin Statutes regarding conflicts of interests by directors in the conduct of state contracts.

1.33 Independent Capacity

The parties hereto agree that the Agency, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Agency agrees to take such steps as may be necessary to ensure that each subcontractor of the Agency will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State.

1.34 Internet Access

The Agency must have access to the Internet and e-mail.

1.35 Cooperation

The Agency will cooperate with any successor agency.

1.36 Duty to Disclose Potential Claims

1.36.1 Statement

The proposer shall disclose any potential claim or liability that it is aware of which could have a material effect on its ability to deliver services under this Contract or shall state that there are no such potential claims or liabilities.

1.36.2 Continuing Duty to Disclose

During the term of this Contract, the Agency has a continuing duty to disclose any potential claim or liability which could have a material effect on its ability to deliver services under this Contract at any time that it learns of the existence of such a potential claim or liability.

Entire Contract. It is understood and agreed that the entire Contract between the Department and the Agency for the administration of Community Reinvestment is set forth in this Contract, the Attachments including Appendix CR, and additional Amendments, if any are agreed to by the Parties.

IN WITNESS WHEREOF, the Department and the Agency have executed this Contract on the dates set forth below.

This Contract becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless extended by the Department. Please sign both Contract documents and return one to the Contract Manager.

Eric Baker, Administrator
Division of Workforce Solutions
Department of Workforce Development

Date

Agency's Authorized Representative, Title

Date

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions Form (Required)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(Before Completing Certification, Read Attached Instructions
Which Are an Integral Part of the Certification)**

1. The prospective participant certifies, by submission of this proposal, to the Department of Workforce Development, State of Wisconsin, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective participant is unable to certify to any of the statements in this certification, to the Department of Workforce Development, State of Wisconsin, such prospective participant shall attach an explanation to this proposal/proposal.

Signature of Agency's Authorized Representative, Title

Date

Name Printed

Agency Name

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions (Required) (continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid/proposal, the prospective recipient of Federal assistance funds is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid/proposal is submitted it at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal, bid/proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person in which this bid/proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid/proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying Form (Required)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Agency's Authorized Representative, Title

Date

Name Printed

Agency Name

Disclosure Of Lobbying Activities Form (Required, if applicable)Approved by OMB
0348-0046

(Reproduced by DWD/DES/BMO)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		

15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Tele. No.: _____ Date: _____

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ☐RFP-90-001.☐
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

ATTACHMENT C

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Designation Of Confidential And Proprietary Information Form (Optional)**STATE OF WISCONSIN**

DOA-3027 N(R01/98)

The Community Reinvestment Plan material submitted to the Department includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) of the Wisconsin Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, be treated as confidential material and not be released without our written approval.

Prices always become public information when contracts are awarded, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in section 134.90(1)(c) of the Wisconsin Statutes as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages of the Community Reinvestment Plan not be released. (Please submit copies with this Attachment.)

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The State considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Signature of Agency's Authorized Representative, Title

Date

Name Printed

Agency Name